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ORANGE PUBLIC SCHOOLS
Orange, New Jersey

PERSONNEL AGREEMENT

X 1981 - 1983

Jointly Developed by:

ORANGE BOARD OF EDUCATION and
ORANGE EDUCATION ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

OCT 2 1981

RUTGERS UNIVERSITY

TABLE OF CONTENTS

Preamble

ARTICLE I	Recognition.....	1
ARTICLE II	Negotiation of Successor Agreement	1
ARTICLE III	Association of Rights and Privileges	2
ARTICLE IV	Grievance Procedure	3
ARTICLE V	Teacher Rights	6
ARTICLE VI	Teaching Hours and Teaching Load	8
ARTICLE VII	Class Size.....	10
ARTICLE VIII	Salaries.....	10
ARTICLE IX	Teacher Assignment.....	11
ARTICLE X	Teacher Evaluation	12
ARTICLE XI	Leaves of Absence.....	13
ARTICLE XII	Accidents on School Property	18
ARTICLE XIII	Protection of Teachers, Students, and Property.....	18
ARTICLE XIV	Maintenance of Classroom Control and Discipline	19
ARTICLE XV	Benefits Provided by the Orange Board of Education	19
ARTICLE XVI	Miscellaneous Provisions	20
ARTICLE XVII	Instructional Council	21
ARTICLE XVIII	Salary Deductions	24
ARTICLE XIX	Duration of Agreement.....	26
SCHEDULE A	Salary Guide—1981/82.....	27
SCHEDULE A	Salary Guide—1982/83.....	28
SCHEDULE B	Stipends	29
SCHEDULE C	Professional Growth Inservice.....	30
SCHEDULE D	School Year Coaches Guide	31

PREAMBLE

This Agreement entered into this twenty-third day of June, 1981 by and between the Board of Education of Orange, the City of Orange, New Jersey, hereinafter called the "Board", and Orange Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Orange School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation pursuant to **Chapter 123 Public Laws, 1974**, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. Unit

The Orange Board of Education hereby recognizes the Orange Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated personnel employed by the Board including:

- Teachers
- Assistant to the Principal
- Guidance Counselors
- Team Leaders
- Department Chairpersons
- Elementary and Secondary Coordinators
- Systems Coordinators
- Title I Teachers
- Compensatory Education Teachers
- Part Time Teachers
- *Extra Curricular Activity Advisors
- Nurses

but excluding:

- Superintendent
- Associate Superintendents
- Principals
- Assistant Principals
- Administrators
- Secretaries
- Aides

B. Definition of Teacher

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

C. *The Board of Education can create new positions under Schedules B&D. The Association reserves the right to negotiate an increase in the stipend when the activity period for the stipend is completed.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with **Chapter 123 Public Laws 1974**, in good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher employment. Such negotiations shall begin not later than October 15th of the calendar year preceding the calendar year in which this Agree-

ment expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be subject to ratification by the Association membership in full force until a successor agreement is reached.

- B. Personnel policies of the Board of Education shall include a procedure for the presentation, consideration, and settlement of grievances.

C. Modification

The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time all available published information concerning the district.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal (or the person in charge) of the building in question shall be notified in advance of the time and place of all such meetings. Approval by the principal (or the person in charge) or Superintendent of Schools shall be required.
- E. Orientation programs for new teachers may be co-sponsored by the Board and the Association with the Association assuming equally such costs as may be mutually agreed upon during the planning of such programs. The School Board shall

not assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education.

- F. The Board of Education shall provide a method whereby the certificated personnel through their Association, the Superintendent, and a committee of the Board of Education shall jointly develop personal policies for presentation to the Board.
- G. The Board agrees to consult with the Association and the Association agrees to cooperate with the Board in the formulation of the school calendar.
- H. The Association may be placed on the agenda of faculty meetings with the prior approval of the building administrator and such approval shall not be arbitrarily denied.

ARTICLE IV GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by a teacher based upon the interpretation, meaning, or application of any of the provisions of this Agreement and/or administrative decisions affecting a teacher or a group of teachers.

- 1. It is expressly understood by the parties that the decision not to renew a non-tenure teacher is final and binding by the Board of Education and not subject to the provisions of this Article.
- 2. Scheduling and placement of students, the scheduling of teachers and the assignment of teachers within his/her area of certification are not subject to the provisions set forth in this Article.

B. Purpose

- 1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time arise, affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievances adjusted without intervention of the Association provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. A grievance to be considered under this procedure must be initiated in writing with the principal or the teacher's immediate superior within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence. A copy of the grievance must be sent simultaneously to the Superintendent. The principal or the teacher's immediate superior shall reply to the grievance, in writing, within seven (7) working days from the date of receipt of the written grievance to the principal.
2. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. In the event that a grievance is filed at such time that it cannot be processed by the end of the school year, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year.
4. Level I — A teacher with a grievance shall first discuss it with the principal or immediate superior either directly or through the Association's designated representative, with the objective of resolving the matter informally.
5. Level II — If the aggrieved person is not satisfied with the disposition of the grievance at Level I, he/she may file the grievance, in writing, within (3) days, to the Professional Rights and Responsibilities Committee, hereinafter called the P.R. and R. Committee. Within three (3) school days after receiving the written grievance, the committee shall refer it to the Superintendent of Schools. The disposition of the unresolved grievance at Level I shall be submitted, in writing, to the committee and the Superintendent of Schools.
6. Level III
 - a. If the P.R. and R. Committee is not satisfied with the disposition of a grievance at Level II, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the Superintendent, the aggrieved person and/or the P.R. and R. Committee shall request that the Superintendent refer the grievance to the Board of Education within ten (10) working days.
 - b. Within ten (10) school days of receipt of the grievance, the Board or a committee thereof, shall notify the P.R. and R. Committee of the time, date and place of the Board level hearing. Within ten (10) school days of the Board level hearing, the Board shall render a decision, in writing, to the aggrieved person and the P.R. and R. Committee. If the grievance has not been resolved within ten (10) school days after such written

notice from the Superintendent to the Board, the Board and the P.R. and R. Committee shall attempt to agree upon a mutually acceptable neutral arbitrator and shall obtain a commitment from said neutral arbitrator to serve. If the parties are unable to agree upon a neutral arbitrator or to obtain such commitment within ten (10) days, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the AAA in the selection of an arbitrator.

- c. The arbitrator, so selected, shall confer with the representatives of the Board and the P.R. and R. Committee and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of final statements and proofs on the issues that are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusion on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The neutral arbitrator shall serve as the chairperson of a TRIPARTITE Arbitration Panel. The Board shall have one representative on the Panel, and the Association shall have one representative on the Panel. The decision of a majority of the TRIPARTITE panel, which shall be advisory, shall be submitted to the Board and the Association.

If, during the term of this Agreement, the Board rejects three decisions awarded to the Association, all future decisions of the majority of a TRIPARTITE panel shall be final and binding on all parties.

Unless otherwise mutually agreed to, all grievance hearings shall be at some appropriate conference room in Orange and provided at the Board's expense.

- d. The cost of the services of the neutral arbitrator, including per diem expense, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearings shall be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative elected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any

building representative, any member of the P.R. and R. Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the P.R. and R. Committee, a grievance affects a group or class of teachers, the P.R. and R. Committee may submit such grievances, in writing, to the Superintendent directly, and the processing of such grievance shall be commenced at Level II. The P.R. and R. Committee may process such a grievance even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels II and III which are unsatisfactory to the aggrieved person shall be in writing and made available to the parties in interest and to the P.R. and R. Committee.
3. Unless otherwise mutually agreed, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore referred to in this Article.
4. Any employee in the Orange School System or any other person under the supervision or control of the Orange Board of Education required by the Association and the Board shall be made available for appearance at any arbitration or grievance hearing as requested by the Association without any loss of pay while attending such hearings.
5. No reprisals of any kind shall be taken by the Board or Association against any participant in the grievance procedure by reason of such participation.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE V

TEACHER RIGHTS

- A. Pursuant to **Chapter 123, Public Laws 1974**, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher from the enjoyment of any rights conferred by **Chapter 123, Public Laws 1974**, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his membership in the Association and its

affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

- C.** No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause except as may be provided by law. Any such action asserted by the Board, or any agents or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. Leave for Association President

The Board shall grant five (5) periods of released time from teaching duties for the Association president per week to handle Board-Association business. Such released time will be scheduled one per day before or after preparation period.

F. Teacher Personnel Records

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

G. Teacher Employment

Any teacher whose employment commences prior to February 1 of any school year shall be given full credit for (1) year of service toward the next increment step for the following year provided such teacher is reappointed.

- H.** Any complaints regarding a teacher made to any member of the administrative staff by any parent, student, or other person which does or may influence evaluation of a teacher, shall be immediately reported to the teacher.

The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally.

ARTICLE VI
TEACHING HOURS AND TEACHING LOAD

A. Length of School Day

1. The length of the teaching day shall be of a time necessary for professional employees to meet their responsibilities.
2. Teachers shall be on duty fifteen (15) minutes before school begins and remain after the dismissal of their classes as the discharge of their professional responsibilities requires.
3. As professionals, teachers are expected to devote to their assignment the time necessary to meet their responsibilities. Building-based teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster. Teachers with intradistrict responsibilities shall indicate their presence by recording their time of arrival and departure from each assignment on the "sign-in" roster.
4. All teachers shall have a duty-free lunch period daily, with no teacher having fewer than thirty (30) minutes.
5. Building-based teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings. Teachers may suggest items for the agenda of faculty or other professional meetings. The frequency and length of these meetings shall be reasonable and productive of better education.

B. Teaching Hours

1. All secondary school teachers shall have at least one (1) regular class period of preparation time each school day during which time they shall not be assigned to other duties except in an emergency.
2. An elementary teacher may leave or remain in his/her classroom when a special teacher is in charge of the class. The time a special teacher is in the classroom may be used by the regular teacher as preparation time.
3. In the event a classroom teacher is assigned to cover a class he/she shall be compensated as per the following procedure:
 - a. For every seven periods of coverage during preparation time, a secondary teacher will be compensated with one day's pay.
 - b. For every seven or more students placed in an elementary teacher's class for more than 45 minutes, the teacher will be compensated with a day's pay when the accumulated time equals 315 minutes.

C. Teaching Load

1. Reasonable duties assigned teachers in areas of their interest and competence over and beyond their teaching duties performed during the normal school day shall be counted as part of their teaching responsibility.
2. All secondary (7-12) teachers shall teach a maximum of 25 periods per week. In the event that these teachers are assigned more than 25 periods per week, they shall have no homeroom or duty assignments except in extraordinary circumstances.

D. Term of Employment

The term of employment shall be between September 1st and June 30th. First-year teachers shall be available a week before school opens for orientation programs.

E. Lunch Period

1. Grade Level and Other

Teachers shall have a daily duty-free lunch period of at least the following duration:

- a. **Elementary School**—Thirty minutes (30).
- b. **Middle School**—Thirty minutes (30). Any Middle School teacher having a lunch period assignment shall be given equivalent duty free time.
- c. **Senior High School**—One period.

2. Leaving the Building

Except in cases of emergency, teachers may leave the building during their scheduled lunch period as long as they give prior notice to the principal or Superintendent in charge and follow the sign-in-and-out procedure.

F. Preparation Time

1. Grade Level

Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties, except in cases of emergency, as follows:

- a. **Elementary School**—Forty-five minutes (45)
- b. **Junior High School**—Forty-five minutes (45)
- c. **Senior High School**—One Period

G. Reduction

Any proposed reduction in the number of teachers employed by the Board shall be discussed with the Association prior to final Board action.

H. Supervision Time

Department Chairpersons

1-3 teachers—5 periods per week

4-7 teachers—10 periods per week

8 or more teachers—15 periods per week

Count does not include chairperson.

ARTICLE VII
CLASS SIZE

A. The optimum number of pupils per teacher shall be as follows:

Kindergarten	25
First Grade through Third Grade	22
Fourth Grade through Eighth Grade	25 if possible
Ninth Grade through Twelfth Grade	25 per period, if possible

B. Exceptions to the provisions of Section A above may be made only if it is necessary to do so in the best interests of the educational process. Schools with teams shall have the same ratio as indicated in A above. Specific educational needs may require various class size groupings but the ratio per group of teachers shall remain, if possible.

ARTICLE VIII
SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on an eleven (11) month basis shall be paid in twenty-two (22) semi-monthly installments.

3. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.

5. Summer Pay Plan

Each teacher may individually elect to have ten (10%) percent of his/her monthly salary deducted from his/her pay. These funds shall be paid to the teacher or his/her estate on the final day in June, according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

6. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

C. Procedure for Withholding Employment or Adjustment Increments

1. Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties. Any withholding of increments shall be done in accordance with 18A 29-14.

2. Any recommendation to withhold an increment or part

thereof shall be in accordance with the following procedure:

- a. The teacher shall be notified, in writing, with reasons, of the possibility of the withholding on or before February 15th.
- b. The decision with respect to recommendation for withholding shall be made, in writing, to the Board through the Superintendent on or before April 15th.

D. In-Service Programs

The Board agrees to the inclusion in the contract of the present Board policy for in-service programs and payment. See Schedule C.

**ARTICLE IX
TEACHER ASSIGNMENT**

- A. Notice of all transfers shall be given, in writing, before the end of the preceding school year; if this is not possible, a written notice shall be mailed to the teacher.
- B. The number of different rooms to which a teacher is assigned for teaching shall be held to the minimum.
- C. All openings for promotional positions including specialists and/or special projects teachers and for positions paying salary differentials shall be adequately published in every school. All qualified teachers shall be given an opportunity to make application for such position. All postings must give the individual at least seven (7) school days in which to respond to a posting. All applicants from within the Orange School District shall receive a written response after their interview.
- D. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such a statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than April 15, in the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.
- E. In the determination of involuntary transfers, or reassignment, notice shall be given to teachers by May 1 or as soon as practicable and a meeting shall be held between the teacher and the

principal(s) involved. At this meeting the teacher shall be notified of the reason for the transfer or reassignment.

ARTICLE X TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. All formal evaluations shall be made by properly certified personnel (NJ Administrative Code (6:3-1.21)).
- C. A teacher shall be given a copy of any class or evaluation report prepared by his/her evaluator.
- D. The Board proposes the formation of a Board Teacher Committee to study "Teacher Evaluation" and make written recommendations to the Board through the Superintendent. In the event such recommendations are acceptable, they shall be adopted as Board policy.

E. Nontenure Teachers

1. Frequency

Nontenure teachers shall be evaluated by their immediate superiors at least four (4) times in each school year to be followed in each instance by a written evaluation report and by a conference between the teacher and his/her immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction.

2. Evaluation by Certified Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction for those formal teacher evaluations indicated above.

3. Hearing

Any nontenure teacher who has received notice of non-employment shall be entitled to a hearing before the Board to bring his/her arguments and information to their attention, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) days after receipt by the teacher of notification of not being re-employed. The Board shall not be required to respond or give reasons.

4. Board Determination

The Board shall issue its written determination as to the employment or nonemployment of said nontenure teacher for the next succeeding school year with three (3) days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the teacher no later than May 31.

ARTICLE XI LEAVES OF ABSENCE

Sabbatical Leave (Not more than 2% of Staff)

- A. Any member of the certificated personnel who has completed seven or more years of continuous full-time service in the Orange School System may, upon recommendation of the Superintendent of Schools, be granted a leave of absence for one year by the Orange Board of Education to:
 - 1. Study in an accredited university.
 - 2. Study problems connected with the schools or within the professional's area of responsibility in independent investigation.
 - 3. Take time for any other purpose, including travel, if approved by the Board of Education.
- B. After each subsequent period of seven or more years, a further leave may be granted.
- C. Such leaves are subject to the following conditions:
 - 1. Such requests must be made in writing to the Board of Education prior to December 1, preceding the school year for which the leave is requested.
 - 2. The salary for a full year's leave shall be one-half the annual salary fixed by the Board of Education. Regular deductions shall be made, plus those authorized by the member on leave.
 - 3. The member of the certificated personnel being granted such a leave shall advance to the next step on the salary guide and shall suffer no change in tenure rights.
 - 4. The member of the certificated personnel being granted such a leave shall agree to continue in the service of the Orange Board of Education for a period of at least two years following his/her return. All members granted such leave shall be returned to the same school and grade, if possible.
 - 5. In the event that the member does not return for a period of at least two years, he/she shall reimburse the Board to the extent of his/her payments during the sabbatical leave.
 - 6. If there should occur any physical incapacity during this time, the Board of Education may relieve him/her of such obligation.
 - 7. Upon returning from granted leave of absence, the following will be required:
 - a. A written evaluation of courses taken and their application to his or her assigned school duties should be made to the Superintendent. This written report shall be submitted by November 1st to the Superintendent of Schools.

- b. Those who have traveled shall prepare with appropriate documentation a lecture, or lectures, on areas of interest for use by faculty and students.

Maternity Leave

- A. The Board shall grant maternity leave of absence, without pay, to any teacher upon request in accord with the following provisions:

- 1. Any teacher seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, except in cases of emergencies, which request shall likewise specify therein the date on which said teacher proposes to return. The Board shall honor the leave dates so requested, if the same will not substantially interfere with the effective administration of the educational program to which the teacher was assigned and subject to the following conditions:

- a. The Board may require as a condition of the teacher's return to service production of a certification from a physician, certifying that the teacher is medically able to resume her duties;
- b. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for nontenure teachers unless the Board otherwise elects.

- 2. The Board reserves the right to remove any pregnant teacher from her position or to insist that the teacher accept a leave of absence therefrom if, after her pregnancy is confirmed, her teaching performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue teaching. Such physical capacity shall be deemed so impaired if any of the following occur:

- a. The pregnant teacher, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or
- b. The pregnant teacher's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties; or
- c. If after a difference of medical opinion by the teacher's physician and the Board's physician, a third physician designated by mutual agreement of the teacher and the Board, certifies that in his opinion the teacher is not medically able to

perform her duties. (If no such agreement of a third party can be reached, a request for an impartial physician shall be made to the Essex County Medical Society.)

3. In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request therefore with the Superintendent, accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties.

4. After the grant of leave to any teacher pursuant to the provisions of this section, the Board will give reasonable consideration to requests from the teacher for either extension or reduction of the period of leave so granted, provided that the teacher requesting same makes written application for such adjustments to the Superintendent and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contra-indicated and that the teacher is or will be able to resume her duties on the date on which resumption is requested.

Unused accumulated sick leave to which the teacher was entitled at the date her leave commenced shall be restored to her upon her return unless she elects to substitute all or part of her accumulated sick leave for the disability period of her maternity leave. The Board may require the teacher to submit a statement from her physician certifying the period of her disability.

Upon her return, a teacher shall be restored to the position on the salary guide to which she was entitled at the date her leave commenced. Assignment upon the teacher's return will depend upon the positions available in the department to which she was assigned prior to her leave.

Teachers adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the schools.

The Board agrees to adhere to the decisions of the New Jersey Division of Civil Rights, Equal Opportunity Employment Commission, Commissioner of Education decisions, and judicial decisions of the New Jersey and United States Courts as they relate to maternity leave.

All female teachers are entitled to maternity and health care benefits as are any other teachers who are temporarily disabled.

Health and Hardship Leave

A. Upon the recommendation of the Superintendent, the Board

of Education may permit members of the certified personnel to take leaves of not more than one year for restoration of health or the alleviation of hardship involving themselves or their immediate families.

B. The following regulations shall apply:

1. The employee shall have acquired tenure in the Orange School District.
2. A physician shall certify that the leave is necessary for the restoration of health; or a physician, minister or other responsible person shall certify that the leave is necessary for the alleviation of hardship.
3. No salary shall be paid during the term of leave except as covered for in "Personal Illness".
4. Leaves will be granted so that an employee will return to his assignment at the beginning of a school year.
5. The leave shall not count as experience credit toward a higher step on the salary guide.

Convention Leave

- A. When it is evident that convention or conference attendance will contribute to the effectiveness of the instructional program, the Superintendent of Schools, with reasonable limitations as to time and the number of the certified personnel involved, may grant convention or conference leave.
- B. Expenses of attendance at conventions may be paid by the Board of Education, with Board approval.
- C. Certificated personnel interested in convention or conference attendance should estimate the expenses thereof, secure the approval of their principal and file their request with the Superintendent of Schools thirty (30) days in advance.

Peace Corps Leave

- A. Leave of absence up to two years shall be granted to any member of the certificated personnel under tenure who joins a Peace Corps program as a full time participant in such program.
- B. Compensation for such services shall be paid by the United States Government, except that any period so served shall be applied to the salary schedule agreed upon by the Orange Education Association and the Board of Education upon the resumption of service in the Orange Public School System.

Personal Illness

- A. For the first ten (10) years of service in the Orange Public Schools, all members of the certificated personnel shall be entitled to ten (10) days' absence each year with full pay for personal illness.

- B. After ten (10) years, they shall be entitled to fifteen (15) days' absence each year with full pay.
- C. Any unused days shall be accumulated as follows:
 - 1. For the first ten (10) years, up to ten (10) days per year.
 - 2. After ten (10) years, up to fifteen (15) days per year.
- D. In the event of excessive absenteeism, the Superintendent may require that a teacher file a physician's certificate with the Board/Secretary/Business Manager by way of the principal of the school where employed.
- E. When leave is exhausted for illness, the individual may apply to the Board of Education for additional days less the cost of substitute coverage.

"Absences with pay beyond accumulated sick days may be granted by the Board of Education. Payment for absences beyond accumulated sick days shall be salary less the cost of substitute coverage. The Board of Education shall consider written requests of individual staff members based upon medical certification, absence record, length of service, performance evaluations, administrators' recommendation and recommendation of the Superintendent of Schools."

Personal Business

- A. **Business Definition:** Activities that are of such an important nature and/or **religious observance** that must be conducted on a school day on which the employee's presence is necessary and that which cannot be taken care of during vacations, days when school is not in session, **or before or after working hours.**
- B. Each employee shall be entitled to three (3) days absence with full pay for personal business. Notification to the teacher's principal or other immediate supervisor shall be made at least two (2) to five (5) days before taking such personal leave (emergencies excepted). No reason is needed other than the leave is being taken pursuant to this section of the Orange Board of Education—Orange Education Association Agreement. These days shall not normally be granted before or after vacations and/or holidays.
- C. Each teacher may request one day for professional visitation with approval of principal and Superintendent of Schools.

Absences - Death

In the case of death of father, mother, wife, husband, child, sister, brother, mother or father-in-law of any employee, such employee shall be excused for a period up to five (5) consecutive days.

In the case of death of grandparent, grandchild, daughter or son-in-law, sister or brother-in-law of any employee, such employee shall be excused for a period up to three (3) consecutive days.

One day absence will be allowed to attend a funeral of an aunt, uncle, niece, nephew, or cousin.

Absences - Miscellaneous

Other leaves of absence with or without pay may be granted by the Superintendent for good reason with the approval of the Board of Education.

ARTICLE XII ACCIDENTS ON SCHOOL PROPERTY

- A. In Workmen's Compensation cases, when an employee has been injured while on duty, his/her absence shall not be counted against his/her sick leave for one year. All medical bills shall be presented to the Board of Education for payment.
- B. If the resulting disability requires a lengthy convalescence, the Board of Education shall pay full salary in accordance with Title 18:13-23.17.

ARTICLE XIII PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Whenever, in the opinion of the Board of Education or the Superintendent of Schools, there exists or may exist a serious disruption or disorder in the regular school program, the Board of Education agrees to consult the Association's views as to how best to guarantee the safety of students, teachers and property.
- B. The Board will provide a reimbursement to teachers for repair or value, whichever is less, for personal effects damaged during the course of an incident related to their employment, provided such loss is not caused by negligence of the claimant and provided that such loss is not insured by the claimant.
- C. If a teacher is assaulted in connection with his/her employment, he/she shall immediately give his/her principal or immediate supervisor written notice of that fact. Such notification shall be immediately forwarded to the Superintendent.

ARTICLE XIV
MAINTENANCE OF CLASSROOM CONTROL
AND DISCIPLINE

When, in the professional judgment of a teacher, a student requires services beyond what the teacher can provide, the teacher shall so inform the principal or immediate superior. The principal or immediate superior shall determine what action is necessary, and a conference shall be held with the teacher to discuss the problem and the appropriate steps for its resolution. The teacher may request that the "in school child study team" meet within 36 hours.

ARTICLE XV
BENEFITS PROVIDED BY THE ORANGE BOARD OF EDUCATION

- A. The Orange Board of Education offers certain benefits to its employees other than salary.
 - 1. The Board agrees to full payment of premium cost for family plan Health Insurance coverage.
 - 2. Major medical insurance is paid for teachers and their dependents.
- B. The Board will provide payment of premium cost for Full Family Dental Care Insurance to include 100% fee schedule of the New Jersey Delta Dental Plan.
- C. College Courses

Every teacher should take at least four (4) points of college credits every two years or the equivalent which will be offered by the Board of Education. Upon successful completion of approved graduate course work, the Board shall reimburse each teacher for graduate credit as follows: If the courses are taken at public institutions, a maximum of 12 credits per year will be granted at \$45.00 per credit. If the courses are taken at private institutions, a maximum of 12 credits per year at 50% of the per credit amount will be granted.

In terms of this Article, the year is defined as June 1 to June 1.
- D. Personnel required to use their automobiles in the performance of their duties shall be reimbursed at the rate of eighteen cents (18¢) per mile. A list of authorized personnel eligible for reimbursement shall be approved by the Board upon recommendation of the Superintendent.

- E. All teachers covered by this agreement, after 10 years of service in the district shall be eligible for separation pay.

Each teacher shall receive \$15.00 per day for each unused sick day and personal business day at the time of leaving up to a maximum of 100 days. (Personal business days may be accumulated for separation pay only).

2. Payments to be made either July 1 of the termination year or January 1 of the following year.
3. Monies will be paid to the teacher's estate if death occurs while the teacher is in service to the district.

ARTICLE XVI MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein, and give them full force and effect as Board policy.
- B. The Orange Education Association recognizes its unique and favorable role as a teacher organization and its responsibility to promote, enhance or otherwise encourage high standards of professional conduct, performance or attainment among its membership. Towards this end, the Association pledges to diligently encourage excellence in professional conduct among its members, taking whatever steps are necessary as a professional body to effect these aims.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be

contrary to law, then such provision or application shall be deemed invalid and subsisting except to the extent permitted by law; and all other provisions or applications shall continue in full force and effect.

- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Copies of the Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and shall be presented to all teachers now employed, hereafter employed or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following address:
 - 1. If by Association, to Board at 369 Main Street
Orange, New Jersey 07050
 - 2. If by Board, to Association at 27 Lincoln Avenue
Orange, New Jersey 07050

ARTICLE XVII INSTRUCTIONAL COUNCIL

A. Organization

1. Purpose

The Orange Board of Education and the Orange Education

Association agree that there exists certain areas of mutual concern which are inappropriate for resolution through the collective bargaining process. Therefore, the Board and the Association mutually agree that a committee (to be called "The Orange Instructional Council") be established to utilize the expertise of teachers, parents, students and administrators to study and make recommendations which affect the educational program in the Orange Public Schools.

2. Scope

The scope of the Orange Instructional Council shall include:

- a. Curriculum
- b. Teaching Techniques
- c. Experimentation
- d. Extracurricular Programs
- e. Staff Development
- f. Testing and Evaluation
- g. Philosophy and Goals of the District
- h. Research
- i. Other Related Matters

3. Membership

Membership on the Council shall consist of:

- a. One (1) representative from each building elected by each building's staff. The election shall be held in the first month of April. The election shall be jointly conducted by the principal of the building and the building representative to the Orange Education Association. Each representative shall serve for a (1) year term, beginning June 1, and ending May 31st of the following year.
- b. The Associate Superintendent of Curriculum and Instruction shall be a member.
- c. The Associate Superintendent for Personnel and Staff Development shall be a member.
- d. The Director of Pupil Personnel Services shall be a member.
- e. The Director of Planning, Research, Evaluation and Public Information shall be a member.
- f. The President of the O.A.A. shall be a member.
- g. The President of the O.E.A. shall be a member.
- h. One (1) parent representative of the P.T.O.-P.T.A. Council from each school shall be a member.
- i. Two (2) representatives from the Orange High School student body shall be members.
- j. One (1) parent representative from the Educational Advisory Council shall be a member.

- k. One member from Colgate Building, Pupil Personnel Services (O.E.A.)
- l. Superintendent to appoint one Assistant Principal (O.A.A.)
- m. One (1) principal appointed by the Superintendent shall be a member.

4. Meetings

The Instructional Council shall meet to consider problems that have been mutually deemed to be inappropriate for collective bargaining by the Board of Education and the Association and whenever two-thirds (2/3) of the Council's membership vote to consider any other issues which fall within the scope of the Council's responsibilities.

5. Rules of Procedure

The Council shall agree on rules of procedure and shall provide for:

- a. A rotating chairman who shall be responsible for the arrangement and conduct of meetings.
- b. A recording secretary who shall be responsible for taking minutes and disseminating information throughout the District.

6. Quorum

At least fifty percent (50%) plus one (1) shall constitute a quorum.

7. Information

The Council shall be provided with the information necessary to conduct its business.

B. Reports

- 1. The Board shall consider written recommendations submitted to the Superintendent and presented to the Board. The Board, through the Superintendent, will return its decision with reasons in writing, to the Council.
- 2. Reports of the Council may include minority, as well as majority, views.
- 3. Copies of report shall be placed in every school.

C. Teacher, Parent and Student Participation

Meetings of the Council shall be scheduled so as not to interfere with the normal school program and at a time convenient for parents, students, teachers and administrators. A request for release time, when absolutely necessary to perform duties related to the activities of the Council may be granted by the Superintendent.

D. Supplies and Equipment

Supplies, secretarial help and use of duplicating equipment will be provided through the Department of Curriculum and Instruction. Requests for services or other assistance shall be submitted through the Superintendent of Schools to the Board.

ARTICLE XVIII SALARY DEDUCTIONS

A. The Board agrees to deduct from the salaries of its teachers dues for the Orange Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with **Chapter 310, Public Laws of 1967** (NJSA 52:14-15.9e) and under rules established by the State Department of Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

1. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues.

2. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

C. Agency Shop

If a teacher does not become a member of the Association during any membership year (i.e., from September 30 to the following August 31 which is covered in whole or in part by this Agreement), said teacher will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the teacher's per capita cost of services rendered by the Association as majority representative.

1. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular

membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. The association will determine the representation fee in accordance with law and shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through members, but in no event shall such representation fee exceed 85% of the regular membership dues, fees and assessments. If the law is changed in this regard, the amount of the representation fee automatically will be increased or decreased to the maximum allowed, and increase or decrease to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

3. By September 30 of each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers in accordance with Paragraph 4 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

4. Payment of the representation fee shall be made to the bargaining representative during the term of the collective bargaining agreement, but in no case sooner than the 30th day following the beginning of an employee's employment in a position included in the negotiating unit, and the 10th day following reentry into the unit.

(Reentry: employees who previously served in a position included in the unit who continued in the employ of the public employer in an excluded position and individuals being reemployed in such unit from a re-employment list.)

5. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

6. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

7. The Association will notify the Board in writing of any changes, in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any

deductions made more than 10 days after the Board received said notice.

8. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

9. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE XIX DURATION OF AGREEMENT

ARTICLE XIX DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1983.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

SCHEDULE A
ORANGE PUBLIC SCHOOLS SALARY GUIDE
1981/1982

STEP	B.A.	B.A. + 15	M.A.	M.A. + 15	M.A. + 32	DOCTORATE
1	\$11,500	\$11,950	\$12,500	\$12,950	\$13,500	\$14,050
2	11,800	12,250	12,800	13,250	13,800	14,350
3	12,400	12,850	13,400	13,850	14,400	14,950
4	13,000	13,450	14,000	14,450	15,000	15,550
5	13,650	14,100	14,650	15,100	15,650	16,200
6	14,400	14,850	15,400	15,850	16,400	16,950
7	15,150	15,600	16,150	16,600	17,150	17,700
8	15,900	16,350	16,900	17,350	17,900	18,450
9	16,650	17,100	17,650	18,100	18,650	19,200
10	17,400	17,850	18,400	18,850	19,400	19,950
11	18,250	18,700	19,250	19,700	20,250	20,800
12	19,100	19,550	20,100	20,550	21,100	21,650
13	20,050	20,500	21,050	21,500	22,050	22,600
14	21,550	22,000	22,550	23,000	23,550	24,100
15			23,600	24,130	24,680	25,230
16					25,730	26,280

Longevity: 20 Years in Orange—Add \$200.00

25 Years in Orange—Add Additional \$200.00

SCHEDULE A
ORANGE PUBLIC SCHOOL SALARY GUIDE
1982/83

STEP	B.A.	B.A. + 15	M.A.	M.A. + 15	M.A. + 32	DOCTORATE
1	\$12,500	\$12,950	\$13,500	\$13,950	\$14,500	\$15,050
2	12,800	13,250	13,800	14,250	14,800	15,350
3	13,400	13,850	14,400	14,850	15,400	15,950
4	14,000	14,450	15,000	15,450	16,000	16,550
5	14,650	15,100	15,650	16,100	16,650	17,100
6	15,400	15,850	16,400	16,850	17,400	17,950
7	16,150	16,600	17,150	17,600	18,150	18,700
8	16,900	17,350	17,900	18,350	18,900	19,450
9	17,650	18,100	18,650	19,100	19,650	20,200
10	18,400	18,850	19,400	19,950	20,500	21,050
11	19,250	19,700	20,250	20,800	21,350	21,900
12	20,100	20,650	21,200	21,750	22,200	22,750
13	21,050	21,600	22,150	22,700	23,150	23,700
14	22,650	23,100	23,550	24,200	24,650	25,200
15			24,800	25,350	25,780	26,330
16					26,900	27,450

Longevity: 20 Years in Orange—Add \$200.00

25 Years in Orange—Add Additional \$200.00

SCHEDULE B

STIPENDS

It is agreed that the following stipends will be paid for the duration of the contract for the assignments below:

CATEGORY A

Systems Coordinators.....	\$1250.00
Elementary & Secondary Coordinators.....	875.00
Team Leaders.....	650.00
Department Chairperson.....	900.00
Assistant to the Principal	1100.00

CATEGORY B

Child Study Team Coordinator	575.00
Counselors	750.00
Social Workers.....	775.00
LDTC.....	775.00
Psychologist.....	1025.00
Summer School Instruction	1250.00
Home Bound Instruction..... per hr.	7.00

CATEGORY C

Color Guards	350.00
Tornado (4 issue @\$100.00 per issue).....	400.00
Bison (4 issues @\$60.00 per issue)	240.00
Drama Club	650.00
Twirlers	350.00
General Funds	250.00
Student Council.....	750.00
Student Council (M.S.)	350.00
Yearbook Peal	400.00
Yearbook: Bison	250.00
Satori	350.00
Marching Band.....	950.00
Freshman Advisor.....	300.00
Sophomore Advisor	325.00
Junior Advisor	350.00
Senior Advisor	400.00

SCHEDULE C
PERSONNEL
Professional Growth Inservice

It shall be the policy of the Board of Education to provide adequate inservice programs for the staff of the Orange Public Schools. To this end summer programs shall be offered for the improvement of teachers, for the development of curriculum and for general educational improvement.

The Association shall work with the Superintendent of Schools to stimulate professional growth through in-service courses, professional meetings, workshops, or any other activities which the Board deems advantageous.

Teachers will be offered the opportunity to participate in these programs.

Renumeration shall be as set yearly by the Board of Education. (\$35.00 per day).

Other curriculum development programs and teacher improvement in-service will be offered during the school year. Teachers may be required to attend these when they closely relate to the successful performance of the teacher. However, inasmuch as the teacher's prime responsibility is to the children in the classroom, most of his/her time should be spent with class preparation, working with children and conferring with parents.

The Board of Education shall distribute a semi-annual schedule of all workshops, subject to modification, that teachers will be requested to attend during the school year. The first schedule shall be distributed by September 30th. The second schedule shall be distributed by January 15th.

Teachers shall, whenever possible participate in the development and evaluation of inservice programs and in curriculum development programs. Teachers shall also propose to their faculties necessary in-service meetings.

Policy adopted June 28, 1972.

SCHEDULE D

1981/83 SCHOOL YEAR COACHES GUIDE

POSITION	YEAR I	YEAR II	YEAR III	YEAR IV	YEAR V
Athletic Director.....	\$1950.00	\$2150.00	\$2350.00	\$2550.00	\$2750.00
Football Coach, Head	1850.00	2050.00	2250.00	2450.00	2650.00
Football Coach, Assistant	1150.00	1300.00	1450.00	1600.00	1750.00
Cross Country, Head	750.00	850.00	950.00	1050.00	1150.00
Soccer Head.....	1150.00	1350.00	1550.00	1750.00	1950.00
Soccer, Assistant	1050.00	1150.00	1250.00	1350.00	1450.00
Basketball Head, Male.....	1850.00	2050.00	2250.00	2450.00	2650.00
Basketball Head, Female	1150.00	1300.00	1450.00	1600.00	1750.00
Basketball, Assistant.....	1150.00	1300.00	1450.00	1600.00	1750.00
Wrestling, Head.....	1150.00	1350.00	1550.00	1750.00	1950.00
Trainer, Head	600.00	750.00	850.00	950.00	1050.00
Cheerleader, Head (per season)	400.00	450.00	500.00	550.00	600.00
Baseball, Head.....	1150.00	1350.00	1550.00	1750.00	1950.00
Baseball, Assistant.....	1050.00	1150.00	1250.00	1350.00	1450.00
Track, Head.....	1150.00	1350.00	1550.00	1750.00	1950.00
Track, Female.....	1050.00	1150.00	1250.00	1350.00	1450.00
Track, Assistant.....	1050.00	1150.00	1250.00	1350.00	1450.00
Softball, Head	1150.00	1300.00	1450.00	1600.00	1750.00
Tennis, Head.....	750.00	850.00	950.00	1050.00	1150.00

The Board can create new positions under Schedules B, C, and D. The Association reserves the right to negotiate an increase in the stipend when the activity period for the stipend is completed.

